

Atty. Docket No.: GEML 4793-3

**JOINT TO CORPORATE ASSIGNMENT
SINGLE INVENTOR**

WHEREAS, the following:

(1) Harm Van Weerden
Sladenhuishoek 39
Enschede 7546GH
The Netherlands

(2) Frederick Marcel Van Der Vliet
135 E. Holly Street, No. 402
Pasadena, CA 91103
United States of America

hereinafter termed "Inventors", have invented certain new and useful improvements in

**OPTICAL SPLITTER WITH TAPERED MULTIMODE INTERFERENCE
WAVEGUIDE**

and

[X] have filed a non-provisional application for a United States patent disclosing and identifying the above invention on 9 January 2006 as Application No. 10/521,086,

[] are filing a non-provisional application herewith, and

[X] have executed an oath or declaration of inventorship for such non-provisional application on:

(1) the 26th day of September, 2007;

(2) the 18th day of December, 2005;

(hereinafter termed "application"); and

WHEREAS, GEMFIRE EUROPE LIMITED, a corporation of GREAT BRITAIN, having a place of business at Starlaw Road, Starlaw Park, Livingston, EH54 8SF, Great Britain, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries; and

WHEREAS, inventor Frederick Marcel Van Der Vliet has previously executed an assignment for the application,

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by Inventor Harm Van Weerden to have been received in full from said Assignee:

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1. Inventor Harm Van Weerden does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said applications and said invention; (b) in and to all rights to apply for foreign patents (including patent, utility model and industrial design) on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise, including the right to claim priority from the applications; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extension of any of said patents.

2. Inventor Harm Van Weerden hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by Inventor Harm Van Weerden shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said application; (c) for filing and prosecuting substitute, divisional, continuing or additional application covering said invention; (d) for filing and prosecuting application for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any application therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by Inventor Harm Van Weerden in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor Harm Van Weerden, his heirs, legal representatives and assigns.

4. Inventor Harm Van Weerden hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, Inventor Harm Van Weerden has executed and delivered this instrument to said Assignee as of the date written below.

Harm Van Weerden

Date: 13 December 2007

